

FILE REFERENCE:

ROUTE US 60

CD 172-60 to CD \_\_\_\_\_

AGREEMENT

THIS AGREEMENT, made this 17th  
day of April, 1956, by and  
between the STATE OF ARIZONA, acting  
by and through its STATE HIGHWAY  
ENGINEER, thereunto duly authorized,  
hereinafter designated STATE, and  
the CITY OF TEMPE, a Municipal  
Corporation in the County of  
Maricopa, State of Arizona, acting  
by and through its Mayor, thereunto  
duly authorized, hereinafter designat-  
ed CITY.

RECITALS:

For the safety and protection of the traveling public, it is necessary and desirable that a traffic signal system be installed on the State Highway system at the intersection of 6th Street and Mill Avenue (U. S. Route 60-70-80-89) in the City of Tempe, and

WHEREAS, the parties hereto for their mutual benefit desire to co-operate in the installation and maintenance of the said traffic signal system each in the manner as hereinafter stated, and

WHEREAS, ample funds have been provided and set aside by the State in AFE 0128 to defray the State's share of the cost of the work, which is estimated at \$6,000.00, and

WHEREAS, it is the desire of the parties hereto to proceed with the work and set out in writing their understandings and agreements pursuant to which the said work shall be performed, completed and paid for and subsequently maintained.

AGREEMENT:

ARTICLE I

IN CONSIDERATION of the covenants of the State herein contained and the faithful performance thereof, the City agrees:

1. To furnish all labor and equipment necessary to install in a good and workmanlike manner, in accordance with the Arizona Highway Department "Traffic Signal Installation Standards" and "General Specifications for Electric Traffic Signal and Highway Lighting Systems", which General Specifications and Installation Standards are made a part hereof, all the electrical materials and apparatus necessary for a complete and functioning traffic signal system including all necessary concrete work, excavation, backfill, pavement and sidewalk cut and replacement and painting.

2. To provide and set aside sufficient funds to defray the City's share of the construction cost of the work.

3. To provide and set aside each year sufficient funds for the complete maintenance (except the control apparatus) and operation of the traffic signal system, including the furnishing of electricity and the furnishing of all labor, tools and equipment necessary to replace broken or defective material and apparatus and, when deemed necessary and upon the approval of the State, to install additional apparatus; all equipment and apparatus, whether replacements or additions, to be State furnished; maintenance to continue until such time as, by mutual agreement, it is no longer necessary or desirable.

#### ARTICLE II

IN CONSIDERATION of the covenants of the City herein contained and the faithful performance thereof, the State agrees:

1. To furnish and deliver as needed all electrical materials, equipment and apparatus necessary for a complete and functioning traffic signal system.

2. To furnish and provide engineering inspection and service at no expense to the City.

3. To fully maintain all control apparatus.

4. To furnish and deliver replacements for broken or defective materials and apparatus and when deemed necessary, additional apparatus as signal heads, phases and walk-wait heads.

#### ARTICLE III

IN CONSIDERATION of the premises it is mutually agreed:

It is specifically understood and agreed that the State is bound by this agreement to furnish and deliver certain materials and apparatus, as hereinbefore stated, and that the City, in the installation of the traffic signal system and the work incidental thereto, shall use every precaution to safeguard the person and property of the traveling public and shall save harmless the State from all suits, actions or claims of any character brought on account of any injury or damage sustained in consequence of any neglect in safeguarding the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement  
the day and year first written above.

STATE OF ARIZONA

BY: WM. E. WILLEY  
State Highway Engineer

Attest: \_\_\_\_\_

BY: C. B. Browning  
C. B. BROWNING  
Deputy State Engineer

CITY OF TEMPE

Attest: EM Barber  
City Clerk

BY: Hugh E. Ford  
Mayor